

MEMORANDUM

Agenda Item No. 11(A)(4)

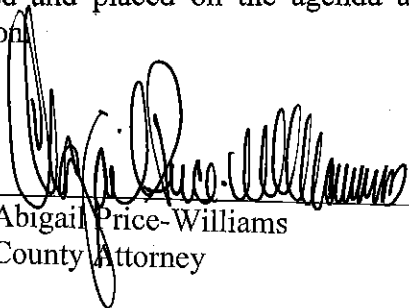
TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving terms of and authorizing execution by the County Mayor of an Amendment to the Lease between Miami-Dade County and Empowered Youth, Inc., a Florida not-for-profit corporation, for property utilized for jobs and training of at risk inner-city young adults that have been involved in the Juvenile Justice System, in order to modify the current rental payment formula to a calculation based upon an annual increase of three percent per year, retroactively effective to the commencement of the first renewal period in May 2016, with such increase to be calculated from the first year's rental payment in May 2014; authorizing County Mayor to exercise any and all other rights conferred therein, to make all necessary rental adjustments, and to perform all acts necessary to effectuate same

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Audrey M. Edmonson.



Abigail Price-Williams
County Attorney

APW/smm



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

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Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(4)

10-5-16

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OF AN AMENDMENT TO THE LEASE BETWEEN MIAMI-DADE COUNTY AND EMPOWERED YOUTH, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR PROPERTY UTILIZED FOR JOBS AND TRAINING OF AT RISK INNER-CITY YOUNG ADULTS THAT HAVE BEEN INVOLVED IN THE JUVENILE JUSTICE SYSTEM, IN ORDER TO MODIFY THE CURRENT RENTAL PAYMENT FORMULA TO A CALCULATION BASED UPON AN ANNUAL INCREASE OF THREE PERCENT PER YEAR, RETROACTIVELY EFFECTIVE TO THE COMMENCEMENT OF THE FIRST RENEWAL PERIOD IN MAY 2016, WITH SUCH INCREASE TO BE CALCULATED FROM THE FIRST YEAR'S RENTAL PAYMENT IN MAY 2014; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN, TO MAKE ALL NECESSARY RENTAL ADJUSTMENTS, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME

WHEREAS, pursuant to Resolution No. R-352-14, this Board approved the lease between the County and Empowered Youth, Inc., a Florida not-for-profit corporation (the "Lease") of a vacant County-owned property located at 20 NE 29th Street, Miami, Florida (the "Property") for the purpose of installing a food trailer and outdoor seating to be utilized to provide jobs and training to inner-city young adults that have been involved with the Juvenile Justice System, including a two year term plus four additional two year renewal option periods; and

WHEREAS, the Lease provides for an annual rental payment of \$3,507.60, or \$292.30 per month, with an annual increase for each subsequent year of the Lease term and renewal periods of an amount equal to the assessed market value of the demised premises for the current lease year, as determined by the Miami-Dade County Property Appraiser, multiplied by the tax millage rate applicable to the Property, divided by two; and

WHEREAS, the Lease is currently in its third year, with monthly Lease payments for year two rising from \$292.30 to \$391.23, and monthly Lease payments for year three (commencing in May 2016) rising from \$391.23 to \$639.11, which is over a 100 percent increase from the original lease payments; and

WHEREAS, Empowered Youth, Inc. did not anticipate this substantial rental increase when it entered into this Lease, is having difficulty budgeting prospectively due to the volatility of the rental amount, and has requested that the lease formula be modified to an annual three percent increase to be calculated from the original rental amount of \$3,507.60 forward, which equates to a current annual rental rate of \$3,721.23 commencing retroactively in May 2016, the first month of the first renewal period; and

WHEREAS, the requested amendment to the Lease would allow Empowered Youth, Inc. to continue to provide jobs and training to inner-city young adults previously involved in the Juvenile Justice System, in furtherance of public community interest and welfare purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates and adopts the foregoing recitals as if fully set forth herein.

Section 2. This Board approves the terms of and authorizes an Amendment to the Lease in substantially the form attached hereto and made a part hereof as Exhibit "A," modifying the rental formula to a three percent annual increase measured from the original rental amount in year one of the original term of the lease, and effective as of May 2016, the first month of the commencement of the renewal period.

Section 3. This Board further authorizes the County Mayor or County Mayor's designee to execute the Amendment to Lease for and on behalf of Miami-Dade County, and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein, to make all necessary adjustments with respect to rental payments, and to perform all acts necessary to effectuate same. The Board also directs the County Mayor or County Mayor's designee to provide a copy of the Lease, as amended, to the Miami-Dade County Property Appraiser's Office within 30 days.

The Prime Sponsor of the foregoing resolution is Commissioner Audrey M. Edmonson. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (hereinafter "Amended Lease") is entered into and made effective on this _____ day of _____, 2016 by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter "Landlord" and/or "County"), and Empowered Youth Inc., a Florida non-profit corporation (hereinafter "Tenant").

RECITALS

WHEREAS, by Resolution No. R-352-14, adopted by the Miami-Dade Board of County Commissioners on April 8, 2014, the Board authorized a Lease Agreement ("Lease") between the above named parties for Premises located at 20 NE 29th Street, Miami, Florida; and

WHEREAS, Landlord and Tenant are desirous of amending the Lease in order to revise the rental payments due under the Lease; and

WHEREAS, by Resolution No. _____, adopted _____, 2016, the Board of County Commissioners has authorized this amendment of said Lease,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Amended Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

WITNESSETH:

1. The foregoing recitals and provisions are hereby adopted and incorporated herein to the Amended Lease.
2. The following paragraph shall supersede and replace the referenced paragraph in the Lease:
 - a. The first paragraph on page 2, prior to Article I, is hereby amended and restated to read as follows:

TO HAVE AND TO HOLD unto said TENANT for a term of two (2) years ("Original Lease Term"), plus four (4) additional two (2) year renewal option periods, commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving the lease agreement, ("Commencement Date") and terminating on the last day of the month that is two (2) years thereafter. The annual rent for the first year of the Original Lease Term shall be Three Thousand Five Hundred and Seven Dollars and .60/100 (\$3,507.60) payable in twelve (12) equal monthly installments of Two Hundred and Ninety Two dollars and .30/100 (\$292.30), on the first day of every month to the Board of County Commissioners, c/o Internal Services Department, 111 NW First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing. The annual rate for the second year of the Original Lease Term shall be an amount equal to the assessed market value of the demised premises for the current lease year as determined by the Miami-Dade County Property Appraiser multiplied by the tax millage rate applicable to the Property divided by two. The annual rental rate commencing in the first year of the first renewal option period shall be \$3,721.23, with an annual 3% increase for each subsequent year, including the current and any subsequent renewal option periods. Additionally, TENANT agrees that it shall annually fund a stipend (the "Stipend") to employ inner city youths, and shall provide written documentation to LANDLORD evidencing the expenditure of funds within 30 days of such payment.

3. In all other respects, said Lease shall remain in full force and effect in accordance with the terms and conditions specified therein. In the event of any conflict between this Amended Lease and the Lease, this Amended Lease shall supercede same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease,
with the intent for it to be legally binding, as of the day and year first above written.

Landlord:

MIAMI-DADE COUNTY

a political subdivision of the State of Florida

By: _____

Name: _____

Title: _____

Date signed: _____

Witness/Attest:

Witness/Attest:

Tenant:

**EMPOWERED YOUTH INC.,
a Florida Not-for-Profit Corp**

By: Empowered youth
Name: Callen Adams

Title: Founder / Executive

Witness/Attest: Serry Fickel

Witness/Attest: